

Charter Township of Ypsilanti



RFP-2018-06-25-DAS

Distributed Antenna System Installation

Abstract

The Charter Township of Ypsilanti is soliciting proposals from qualified organizations for the installation of a Neutral Host Distributed Antenna System or Cellular Repeater System for the Township Civic Center.

Charter Township of Ypsilanti
rfp@ytown.org

Project Bid Dates and Contacts

Issue Date:	2018-Jun-25
Mandatory Pre-Bid Meeting:	2018-Jul-10 @ 2:30PM EDT Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Pre-Bid Question Deadline:	All Questions Must Be Asked At The Pre-bid Meeting
Bid Deadline:	2018-Jul-24 @4PM EDT Ypsilanti Township - Clerks Office RFP-2018-06-25-DAS 7200 South Huron River Drive Ypsilanti, MI 48197
Bid Opening:	2018-Jul-24 @ 4PM EDT Ypsilanti Township 1 st Floor Conference Room 7200 South Huron River Drive Ypsilanti, MI 48197
Project Coordinator:	Travis McDugald IS Manager rfp@ytown.org

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Advertisement for Bids

The Charter Township of Ypsilanti is accepting sealed bids a NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM or Cellular Repeater system for the Township Civic Center Location from firms or individuals with expertise in design and implementation of neutral host distributed antenna systems (DAS). The DAS will provide enhanced cellular and radio coverage throughout areas of the Township Civic Center and connected 14B Court building located at 7200 S. Huron River Dr. Ypsilanti, MI 48197. Bid documents may be found at <http://ytown.org/public-bid-postings>.

General conditions of bidding and terms of contact

By execution of this document, the Bidder accepts all general and special conditions of the contract as outlined below and in the specifications and plans.

1. Bidding

- 1.1. **Bids** - All bids shall be clearly marked on blank bid form furnished by Charter Township of Ypsilanti (Form A). A minimum of one original one (1) copy, and one (1) electronic version of the executed Bid Form shall be submitted in a sealed envelope. Copies are to be marked as such.
- 1.2. **Required Forms** - The Proposal Cost Analysis (Form A) must be filled and included with all bid responses.
- 1.3. **Authorized Signatures** - The bid shall be executed personally by the Bidder or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Bidder shall accompany the bid to become a valid bid.
- 1.4. **Late Bids** - Bids shall be in the Charter Township of Ypsilanti Clerk's Office before or at the specified time and date bids are due. Bids received in the office of the Clerk after the submission deadline shall be rejected as non-responsive bids.
- 1.5. **Mandatory Pre-Bid Meeting** – Pre bid meeting will be required for all prospective bidders. Failure to attend will result in disqualification from the bid review process.
- 1.6. **Withdrawal of Bids Prior to Bid Opening** - A bid may be withdrawn before the opening date by submitting a written request to the Township Clerk. If time allows, and the Bidder desires, a new bid may be submitted. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Charter Township of Ypsilanti reserves the right to withdraw a request for bids before the opening date.
- 1.7. **Withdrawal of Bids After Bid Opening** - Bidder agrees that offers may not be withdrawn or cancelled by the Bidder for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.
- 1.8. **Bid Amounts** - Bids should show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the Charter Township of Ypsilanti.
- 1.9. **Exceptions and/or Substitutions** - As a matter of practice, Charter Township of Ypsilanti rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of the

Charter Township of Ypsilanti. Bidders taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Bidder has not taken any exceptions to the specifications and shall hold the Bidder responsible to perform in strict accordance with the specifications.

- 1.10. **Alternates** - Bid request and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.
- 1.11. **Descriptions** - Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is a minimum standard that will be accepted.
- 1.12. **Bid Alterations** - Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 1.13. **Tax Exempt Status** - The Charter Township of Ypsilanti is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.
- 1.14. **Delivery** - The Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 12 p.m and 1 p.m to 4p.m. Monday-Friday. Township does not have a loading dock, lift gates may be required.
- 1.15. **Quantities** - Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.
- 1.16. **Bid Award** - Award of contract shall be made to the lowest responsible Bidder or to the Bidder who provides goods or services at the best value for the municipality. The Charter Township of Ypsilanti reserves the right to be the sole judge as to whether items bid will serve the purpose intended. The Charter Township of Ypsilanti reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the Charter Township of Ypsilanti. The Charter Township of Ypsilanti reserves the right to award based upon individual line items, sections or total bid.
- 1.17. **Best Value** - In determining best value, Charter Township of Ypsilanti may consider: 1) purchase price; 2) reputation of the Bidder and of the Bidder's goods or services; 3) quality of

the Bidder's goods or services; 4) extent to which the goods or services meet the Charter Township of Ypsilanti's needs; 5) Bidder's past relationship with the Charter Township of Ypsilanti; 6) total long-term cost to the Charter Township of Ypsilanti to acquire the Bidder's goods or services; and 7) any relevant criteria specifically listed in this document.

- 1.18. **Non-Collusion** - By signing the bid the bidder certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.
- 1.19. **Silence of Specifications for Complete Units** - All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid price. Bidders may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.
- 1.20. **Addenda** - Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight hours prior to the bid opening. Addenda will be posted on the MITN Website (<http://www.mitn.info/>). Bidders shall acknowledge receipt of all addenda with submission of bid.
- 1.21. **General Bid Bond/Surety Requirements** - Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.22. **General Insurance Requirements** - Failure to furnish Affidavit of Insurance when requested and if insurance coverage is required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.
- 1.23. **Responsiveness** - A responsive bid shall substantially conform to the requirements of this Request for Proposal and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall be deemed non-responsive and the bid will not be considered for award. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined such as with vague wording that may include "price in effect at the time of delivery"; and c) bids made contingent upon award of other bids currently under consideration.
- 1.24. **Responsible Standings of Bidder** - To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources without limitation; be able to comply

with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award. In order to determine financial standing of Bidder, Charter Township of Ypsilanti may request recent financial statements or a statement of net worth.

- 1.25. **Proprietary Data** - Bidder may, by written request, clearly indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the Bidder. Charter Township of Ypsilanti will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Michigan Public Information Act.
- 1.26. **Non-Iran Linked Business** - By signing the bid Form B, you certify and agree on behalf of the company submitting this bid that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012.

2. Performance

- 2.1. **Design, Strength, and Quality** - Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.
- 2.2. **Compliance with Federal, State, County and Local Laws** - Bids must comply with all federal, state, county and local laws, to include but not be limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of Charter Township of Ypsilanti, Washtenaw County, or State of Michigan as they may apply, as these laws may now read or as they may hereafter be changed or amended.
- 2.3. **Infringements and Indemnifications** - The bidder, if awarded a contract, agrees to protect, defend, and save the Township and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder,

contractor, agents or employee.

- 2.4. **Patents, Copyrights, Etc.** - The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
- 2.5. **Samples, Demonstrations and Testing** - At the Charter Township of Ypsilanti 's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the Bidder.
- 2.6. **Acceptability** - All articles enumerated in the bid shall be subject to inspection by an officer designated for the purpose by Charter Township of Ypsilanti. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Project Coordinator who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the Contractor's expense. Inferior items not retrieved by the Contractor within thirty (30) calendar days, or an otherwise agreed upon time, may become the property of the Charter Township of Ypsilanti at the Charter Township of Ypsilanti's option, without cost. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the Contractor. Contractor's failure to retrieve property resulting in ownership by Charter Township of Ypsilanti shall not be imputed as acceptance of replacement good under this contract.

3. Purchase Orders and Payment

- 3.1. **Purchase Orders** - A purchase order(s) shall be generated by the Charter Township of Ypsilanti to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The Charter Township of Ypsilanti will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the project coordinator for which a valid invoice has been received.
- 3.2. **Invoices** - All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the Contractor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the Charter Township of Ypsilanti in verifying contract pricing on all invoices. Payment will be made under terms of net forty-five (45) days unless otherwise agreed

upon by seller and Charter Township of Ypsilanti.

- 3.3. **Payment Draws** – Request for payments prior to project completion may be negotiated during the contract term. The Charter Township of Ypsilanti reserves the right to deny any payment draw requests for any reason.

4. Contract

- 4.1. **Contract Definition** - The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by the Charter Township of Ypsilanti, shall constitute a contract equally binding between the successful Bidder and Charter Township of Ypsilanti.
- 4.2. **Contract Agreement** - Once a contract is awarded, the service offered by the successful Bidder shall remain firm for the term of the contract. Contract shall commence on date of award and continue until the work is completed.
- 4.3. **Change Order** - No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of the Charter Township of Ypsilanti. No change order will be binding unless signed by an authorized representative of the Charter Township of Ypsilanti and the Contractor.
- 4.4. **Price Redetermination** - All requests for price redetermination shall be in written form. Cause for such request, i.e. manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Contractor's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of future bids for the lowest and best bid. Charter Township of Ypsilanti reserves the right to accept or reject any/all requests for price redetermination as it deems to be in the best interest of the Charter Township of Ypsilanti.
- 4.5. **Termination for Default** - Charter Township of Ypsilanti reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Charter Township of Ypsilanti in the event of breach or default of this contract. The Charter Township of Ypsilanti reserves the right to terminate the contract immediately in the event the Contractor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the Charter Township of Ypsilanti to award to another Bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting party.

- 4.6. **Invalid, Illegal, or Unenforceable Provisions** - In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 4.7. **Injuries or Damages Resulting From Negligence** – The Contractor shall defend, indemnify and save harmless Charter Township of Ypsilanti and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The Contractor shall pay any judgment, with costs, which may be obtained against Charter Township of Ypsilanti growing out of such injury or damages.
- 4.8. **Warranty** - The Contractor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated. All labor shall have a warranty for minimum 1 year from the project completion date.
- 4.9. **Sale, Assignment, or Transfer of Contract** - The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Charter Township of Ypsilanti.
- 4.10. **Service Contract Renewals** – The Township requests that all service agreements revert to a month-to-month plan at the end of initial agreement duration.
- 4.11. **Service Contract Auto-Renewals** – Any service agreement renewals with an auto renew clause may only renew in one year increments. The Township shall have the right to discontinue or cancel the renewal at any time up to 29 days’ prior the renewal date. The servicing agency shall inform the Township of its upcoming renewal between 90 and 60 days prior to the renewal. Failure of the servicing agency to notify the Township of the upcoming renewal, gives the Township the right to cancel service at any time without penalty.

5. Minimum Wage Requirements

- 5.1. **Contractors, including Subcontractors**, performing work or services shall be required to pay not less than the prevailing wages and fringe benefits to all employees and follow Charter Township of Ypsilanti Ordinance No. 2-201 and the additional provisions contained within.
- 5.2. **All other employees** directly involved with this project must be paid in accordance with the Charter Township of Ypsilanti Ordinance No. 99-213, “The Living Wage Ordinance”. A copy of this ordinance can be obtained through the Charter Township of Ypsilanti Clerk’s office by

calling (734) 484-4700.

6. Bond Requirements

- 6.1. **Bond Certificates** – The bid bond is required at the time of bid submission. All other bond requirements must be provided to the Township prior to the execution of the contract documents.
- 6.2. **Bid Bonds** – *(Applies only to proposals over \$25,000)* Each proposal must be accompanied by a certified check, bidders bond, bank draft or cash bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a guarantee of good faith on the part of the Bidder and subject to the conditions stipulated in the proposal form. No proposals shall be withdrawn for a period of ninety (90) days after the date set for the opening of bids. A single check, bond or draft may serve to cover two or more alternate or supplemental proposals when such proposals are submitted by the same Bidder.

If multiple bids are being submitted by any one single Bidder a single bond may be utilized. The bond value must be 5% of the project cost for the most expensive option being proposed.

- 6.3. **Performance and Payment Bonds** - *(Applies only to proposals over \$25,000, See Bid Check List Form C)* Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.4. **Maintenance Bonds** - *(Applies only to proposals over \$25,000, See Bid Check List Form C)* Contractor shall furnish a Maintenance Bond, in an amount not less than (5%) of the total price and drawn to the order of The Charter Township of Ypsilanti, as a warranty guarantee. Maintenance Bonds must remain valid for one year after completion of the project. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- 6.5. **Bond Surety** - If the surety on any bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the

project is located or it ceases to meet requirements of this bid, the Contractor shall within 10 days thereafter substitute another bond and surety, both of which must be acceptable to the Owner Licensed Sureties and Insurers; Certificates of Insurance.

- 6.6. **Licensing Jurisdiction** - All bonds and insurance required by the Contract Documents to be purchased and maintained by the Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the project is located to issue bonds and insurance policies for the limits and coverage's so required.

7. Insurance Limits

- 7.1. **Insurance Certificates** - The Contractor agrees to provide the Owner with Certificates of Insurance for General Liability, Vehicle Liability, and Statutory Workers Compensation, according to the limits provided in the Charter Township of Ypsilanti Financial Policy. The Certificates of Insurance must be provided to the Township prior to the execution of the contract documents.
- 7.2. **Requirements** - The Contractor will maintain at its own expense during the term of the contract, the following insurance:
- 7.2.1. **Worker's Compensation** insurance with Michigan statutory limits and employers liability insurance of \$1,000,000.00 minimum each accident.
- 7.2.2. **Broad Form Comprehensive General Liability** Insurance with a combined single limit of \$1,000,000.00 each occurrence for bodily injury and property damage. Policy to include products and completed operations, independent contractors and contractual liability coverage. Policy shall be endorsed to provide 60 day written notice to the Project Coordinator of any material change of coverage, cancellation or non-renewal of coverage.
- 7.2.3. **Owner's protective policy** shall be in the name of "Charter Township of Ypsilanti". Policy shall provide a \$1,000,000.00 combined single limit for bodily injury or property damage per occurrence. The Charter Township of Ypsilanti and its past, present, and future elected Officials shall be named as "additional named insured" on the General Liability policy with respect to the services provided under this contract.
- 7.2.4. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with provisions of the Michigan No Fault Insurance Law. Including residual liability insurance with a minimum combined single limit of \$1,000,000.00 each accident for bodily injury and property damage.
- 7.2.5. **Builders Risk** - The Contractor shall take out and maintain Builders Risk insurance during the life of the contract (in the name of the Contractor and the Charter Township of Ypsilanti), "All Risk" (excluding Earthquake and Flood) Builder's Risk Insurance covering the

entire work of this contract for 100% of the replacement value thereof, including items of labor and materials in place or to be used as part of the permanent construction, including surplus miscellaneous materials and supplies incident to the work, and such scaffoldings, staging, towers, forms, and equipment not owned or rented by the Contractor, the cost of which is not included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffoldings, staging, towers, and forms, rented or owned by the Contractor, the value of which is not included in the cost of the work, or any shanties or other structures erected for the sole convenience of the workers.

In the event of a loss by the perils insured against, of any or all of the work and/or materials herein provided for, at any time prior to the final completion of the contract and the final acceptance by the Charter Township of Ypsilanti, the Contractor shall promptly reconstruct, repair, replace or restore all work or materials so destroyed. Nothing herein provided for shall in any way excuse the Contractor or the Contractor's surety from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of the contract.

7.2.6. [Certificate of Liability Insurance Verbiage](#) – General Liability Insurance limits must contain the following verbiage in verbatim; *“The Charter Township of Ypsilanti and its past, present, and future elected officials, trustees, appointed commissions and boards, agents and employees shall be named as “additional named insured” on the General Liability policy with respect to the services provided under this contract.”* Prior to contract execution.

7.2.7. [An umbrella policy](#) may be used to meet some of the above requirements.

7.3. [Licensing Jurisdiction](#) - All insurance policies must be held by companies licensed to do business in Michigan and such companies must be well rated and acceptable to the Charter Township of Ypsilanti.

7.4. [Require to Maintain](#) - If the required insurance is not maintained at any time during the term of this Contract, the Contract shall be subject to cancellation immediately or at any time thereafter, at the sole discretion of the Charter Township of Ypsilanti. If the Charter Township of Ypsilanti elects to exercise its option to cancel on these grounds, the Charter Township of Ypsilanti shall so notify the Contractor of its election.

7.5. [Legal Review](#) - All Certificates of Insurance are subject to the final approval of the Charter Township of Ypsilanti Legal Counsel.

8. Completion

8.1. [Township Approval](#) - The project will not be considered complete until all approved Charter Township of Ypsilanti final inspections have been approved.

- 8.2. **Construction Start** - Construction shall start within 45 days of the Notice to Proceed and completed within 60 days unless otherwise noted in the RFP response.
- 8.3. **Payment** - Full payment shall be made within 45 days of receipt of invoice upon completion of work.

9. Site Access

- 9.1. **Prior to bid closure** - Access to the any Charter Township of Ypsilanti site referenced herein will be made available only during the mandatory pre-bid meeting.
- 9.2. **After bid award** - Only the approved employees, approved contractors, and approved sub-contractors will have access to non-public areas of Charter Township of Ypsilanti facilities.

10. Proposal Submittals

- 10.1. **Limits** - There is no limit to how many proposals a single Bidder may submit.
- 10.2. **Required Copies** - As part of the bid proposal package, the following submittals are required by Charter Township of Ypsilanti to be reviewed and acted on by the Township in evaluating the Bidder's proposal. Two (2) copies of all drawings and product data shall be required. One (1) paper and one (1) electronic.
- 10.3. **Price Break Down** - Bid proposal pricing shall be broken down by building with each price representing a complete building installation. Include line item pricing for all major components and subsection pricing for all items described in that subsection. Pricing shall include all associated costs including but not limited to: hardware, cabling, conduit, electrical, network, licensing, and labor.
- 10.4. **Product Sheets** - Manufacturer's product data sheets for all equipment and components provided for in this project. Data sheets shall include equipment specifications, code compliance, certifications, and other information as required for proper evaluation.
- 10.5. **Execution Plan** - A written description of the proposed plan of execution for the Work herein described, including estimated time-frame, number of personnel to be used, a description of long lead-time items and materials, and a description of the methods to be used to ensure quality.
- 10.6. **Coordination Efforts** - A written description of the coordination efforts that need to be made, either by the Contractor, Charter Township of Ypsilanti, or any other party, for the installation to proceed on schedule in the manner described.
- 10.7. **Township Review** - Prior to fabrication or installation of the Work, the following submittals are required by Charter Township of Ypsilanti of the Contractor to be reviewed and

acted on by Charter Township of Ypsilanti in accordance with the provisions of the contract. 2 paper, 1 electronic. Three (3) copies of all drawings and product data shall be required.

- 10.8. **Mounting Information** - Detailed descriptions of all equipment locations and mounting particulars.
- 10.9. **Electrical Requirements** - A schedule of the electrical requirements for the proposed equipment, including system idle and peak power requirements. Required only if proposed equipment has power consumption.
- 10.10. **Background** - Description of the Bidder's background and size. Include statements of qualifications that includes your firm's professional credentials and experience in providing services enumerated in the Request for Proposal and the legal status of your organization.
- 10.11. **Business Changes** - Describe any changes in the mode of conducting business your firm has made in the past three (3) years, include any mergers, acquisitions, consolidations, downsizing or bankruptcy proceedings or filings.
- 10.12. **Licenses** - Identify all licenses currently held by your firm.
- 10.13. **Additional Information** - Any other additional information which would assist the Charter Township of Ypsilanti in the evaluation of your proposal.
- 10.14. **References** - Provide a list of at least four (4) references (government preferred) with knowledge of your firm's contract performance. References shall be employees in the senior level management positions. Include the name of the entity, a description of the contract project the dates of service and the name(s), telephone numbers, and email addresses of the contact persons.

Scope of Work

Location:

Ypsilanti Township Civic Center (Including 14B District Court)
7200 South Huron River Drive
Ypsilanti MI 48197

The Township seeks proposals from qualified individuals and/or firms for the installation of a system enhanced cellular and radio coverage throughout the designated areas of the Township Civic Center. The selected Respondent will fully design, install, and implement the DAS at the Civic Center. The system shall include the design of a neutral host DAS to support multiple cellular carriers including but not limited to AT&T, Sprint, T-Mobile, and Verizon. The DAS shall, at a minimum, incorporate all current wireless communications and broadband data requirements for procurement of the four major wireless service providers.

The Township Civic Center Offices and 14B District Court and connected into a single physical building.

Requirements:

- Shall improve coverage to all areas within the Civic Center walls.
- Minimal coverage goal shall be -95 dBm for the Township Devices primary carrier (Verizon)
- Shall not be dependent on Township network resources.

Form A: Proposal Cost Analysis.

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 23 calendar days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the contract execution to furnish the subject services for a base cost not to exceed

Project Total: \$ _____

(Please attach a detail of the cost with this cost form page)

Company Name: _____
 Address: _____
 Address: _____
 City, State, Zip: _____
 Telephone Number: _____
 Federal Employer Identification Number: _____
 eMail: _____

By: _____ Title: _____ Date: _____
(Signature) *(Typed or printed name)*

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.
 Unsigned proposals will not be considered.

Form B: Iran Business Relationship Affidavit.

Effective April 1, 2013 all bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The Following certification is to be signed and included at time of submittal:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Signature

Title

Company

Date

Form C: Bid Check List

- Bid Copies; 1 Paper and 1 Identical Electronic.
- Signed copy for Form A.
- Signed copy for Form B.
- Bid Bond (Required)
- Performance Bond (Over \$25,000 bids; required prior to project execution)
- Payment Bond (Over \$25,000 bids; required prior to project execution)
- Maintenance Bond (Over \$25,000 bids; required prior to project execution)
- Detailed Project Pricing Information.